

DEEP CREEK CONSTRUCTION SCHOOL

ENROLLMENT AGREEMENT/INSTALLMENT CONTRACT – 150-hour Heavy Equipment Operator Program

8280 Deep Creek Road, Apple Valley, CA 92308 - (760) 240-3045 F (760) 961-1128 – www.deepcreekconstructionschool.com.

AGREEMENT made between above institution, hereinafter called school and _____
Print Name of Student Above

Soc. Sec. # _____ - _____ - _____ Driver Lic. or DMV ID # _____ Date of Birth _____

Address _____ City _____

State _____ Zip _____ hereinafter called student. This agreement is for the 9-week **Heavy Equipment Operator Training Program**. A total of 270 hours is required to complete this course for which a certificate of completion is awarded. Period covered by the Enrollment Agreement is the start date and completion date: Start Date: _____ Completion Date: _____
Date by which student must exercise right to cancel or withdraw and receive a full tuition refund: _____

PROGRAM SCHEDULE Days and Times; Tuesdays and Thursdays from 5:00 pm to 9:00 pm and Saturdays from 5:30 am to 5:00 pm. Wednesday 9am to 12 noon, Friday 9am to 12 noon, and Sunday 1pm to 5pm.

THE TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE IS \$7,200.00. THE ESTIMATED CHARGES FOR THE ENTIRE EDUCATION PROGRAM IS \$7,200.00. THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT IS \$7,200.00. IF YOU GET A STUDENT LOAN TO PAY FOR THE PROGRAM. YOU WILL HAVE THE RESPONSIBILITY TO REPAY THE FULL AMOUNT OF THE LOAN PLUS INTEREST, LESS THE AMOUNT OF ANY REFUND. If the student defaults on a federal or state loan, both of the following may occur: (1) The federal or state government or a loan guarantee agency may act against the student, including garnishing an income tax refund, and (2) The student may not be eligible for any other government financial assistance at another institution until the loan is repaid.

Schedule of Total Charges -The tuition includes lab fees, supplies, textbooks/learning media, a tutor if needed, and equipment fees and other materials for the course.

Signature of Student **Date**

Student Quit/Withdrawal Policy - A student may quit at any time for any reason with or without giving notification. Notification may be verbal, in writing, or by one’s actions such as walking out on class. When a student quits, the refund policy shall be implemented from the end of the day that the institution became aware of the quit or withdrawal.

Termination Policy. A student may be terminated for failure or refusal to follow safety rule(s). Students who come to class and in the opinion of the instructor seem to be over- medicated/intoxicated/tired will be asked to leave school. Repeat offenders may be terminated. Students who do not put forth effort, who fail to conduct themselves properly, or who refuse to follow the agreed upon conditions such as the grievance procedures may also be terminated.

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION - The transferability of credits you earn at Deep Creek Construction School is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in the Heavy Equipment Training Program is also at the complete discretion of an institution to which you may seek to transfer. If the certificate that you earn at this institution is not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason, you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending Deep Creek Construction School to determine if your certificate will transfer.

Prior to signing this enrollment agreement, you must be given a catalog or brochure and a Performance Fact Sheet, which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passing rates, and salaries or wages, prior to signing this agreement. Initial _____

I certify that I have received a catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, and salary or wage information included in the Performance Fact Sheet and have signed, initialed, and dated the information provided in the School Performance Fact Sheet. Initial _____

STUDENTS RIGHT TO CANCEL - The student has the right to cancel and obtain a refund of charges paid through attendance at the first-class session, or the seventh day after enrollment, whichever is later. If the student has received federal student financial aid funds, the student is entitled to a refund of moneys not paid from federal student financial aid program funds. There is no registration fee. This is a 100% prorated policy. The student may cancel at any time and receive a refund. Refund is the total amount owed by the student minus the amount paid. The refund is calculated as: tuition (\$7,200.00), divided by the total class hours (270) = \$26.66 per hour, times number of hours attended, minus tuition paid. For example; student attends class for 50 hours and quits. The refund is calculated as follows: 50 (hours attended) X \$26.66 (cost per hour) = \$1,333.00 (owed) - \$7,200.00 (tuition)= \$5,867.00 (refund). Any monies paid on the student's behalf will be refunded to the organization that paid the tuition and fees within 30 days. Cancellation will occur when the student gives written notice to the school at the address listed above. This written agreement may take any form, as long as it indicates the student's desire not to be bound to the agreement. Cancellation is effective if delivered by mail, hand delivered, or sent by telegram. The written notice of cancellation, if sent by mail, is effective when deposited in the mail with postage prepaid. The student will be given a Notice of Cancellation form the first day of instruction.

Student Tuition Recovery Fund "The State of California established the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic loss suffered by a student in an educational program at a qualifying institution, who is or was a California resident while enrolled, or was enrolled in a residency program, if the student enrolled in the institution, prepaid tuition, and suffered an economic loss. Unless relieved of the obligation to do so, you must pay the state-imposed assessment for the STRF, or it must be paid on your behalf, if you are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if you are not a California resident, or are not enrolled in a residency program."

This agreement is a legally binding instrument when signed by the student and accepted by the institution. Your signature on this agreement acknowledges that you have been given reasonable time to read and understand it and that you have been given: (a) a written statement of the refund policy including examples of how it applies and; (b) a catalog including a description of the program of instruction which are likely to affect your decision to enroll. Immediately upon signing this agreement, you will be given a copy of it to retain for your records.

NOTICE: THE CONDITIONS OF THIS AGREEMENT ARE NOT SUBJECT TO MODIFICATION OR AMENDMENT BY ORAL AGREEMENT. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSE, WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERTO OR WITH THE PRECEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

A STUDENT OR ANY MEMBER OF THE PUBLIC MAY FILE A COMPLAINT ABOUT THIS INSTITUTION WITH THE BUREAU FOR PRIVATE POSTSECONDARY EDUCATION BY CALLING (888) 370-7589 toll free OR BY COMPLETING A COMPLAINT FORM, WHICH CAN BE OBTAINED ON THE BUREAU'S INTERNET WEB SITE www.bppe.ca.gov.

ANY QUESTIONS A STUDENT MAY HAVE REGARDING THIS ENROLLMENT AGREEMENT THAT HAVE NOT BEEN SATISFACTORILY ANSWERED BY THE INSTITUTION MAY BE DIRECTED TO THE BUREAU FOR PRIVATE POSTSECONDARY EDUCATION AT 2535 Capital Oaks Drive, Suite 400. Sacramento, CA 95833, P.O. Box 980818, West Sacramento, CA 95798-0818. telephone number (888) 370-7589, (916) 431-6959 or by fax (916) 263-1897.

I understand that this is a legally binding contract. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me. This enrollment agreement is legally binding when signed by the student and accepted by the institution. This contract includes the Institutions' Catalog and all supporting documents to which I have placed my signature.

Signature of Student

Date

My signature below certifies that I am an authorized representative of this institution and that I have personally explained the institution's cancellation and refund policies to the student. I certify that the institution has met all disclosures requirements of the California Education Code. This enrollment agreement is legally binding when signed by student and accepted by the institution.

Christopher Casey/ Director

Institutions Official / Title

Institution Admissions Representative

Date